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The Solicitors' Journal

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Current Topics.

The late Sir Edward Ridley.

LAST WEEK we chronicled the death of Sir ARTHUR CHANNELL, and this week we have to notice the further thinning of the ranks of our ex-judges by the passing away of Sir EDWARD RIDLEY who, like Sir ARTHUR CHANNELL, had exceeded the normal span of life. Born in 1843, and belonging to a distinguished Northumbrian family, he came into the world with many advantages which his subsequent academic career further enhanced. As became the grandson of Baron PARKE it was fitting that he should choose the law as his profession, and he in fact obtained a fair practice chiefly in cases on the north-eastern circuit, but in 1886 he accepted the subordinate post of Official Referee, an office the duties of which he discharged with much satisfaction for eleven years, at the end of which, to the surprise of most people, he was appointed to the bench. The appointment was a good deal criticised at the time, first, as not in accord with tradition, for never before had the holder of a subordinate judicial post been promoted to the High Court bench, and, secondly, by reason of the fact that it synchronised with the tenure by his brother of Cabinet rank. The fact that this latter circumstance entered into the question of his promotion has been denied on high authority, but there continued to prevail, rightly or wrongly, a feeling that had Sir MATTHEW WHITE RIDLEY not been Home Secretary at the time, Sir EDWARD would have continued to fill the humbler role of Official Referee. As a judge it cannot be claimed that he was a great success. A judge, as has often been said, ought first of all to be a good listener, and this Sir EDWARD was not, with the consequence that, not infrequently, he arrived at conclusions which fuller consideration showed to be erroneous, and so his decisions contributed little to the development of the law. His judicial manner too was somewhat brusque, but nevertheless he was a kindly man, much liked in private life. His love of the classics remained with him to the end, and he was widely known by his translation of Lucan's *Pharsalia*.

Application to Postpone Actions.

MR. JUSTICE ROWLATT on the 16th inst. commented caustically on the somewhat prevalent practice of counsel making applications for the postponement of actions set down in the list for hearing. On the date in question several applications were made to and granted by his lordship, who, however, stated that he would not be disposed to treat applications so leniently in the future as he had done in the past. "This sort of thing must stop," he added, "or we shall have nothing normal in these courts. The list becomes a sort of rota of actions coming in and going out and then returning so that the first becomes the last and the last becomes the first." In one of the applications when counsel gave the illness of one of the parties to the action as the reason for postponement, his lordship said: "Good gracious, it is astonishing, everybody is ill when there is work to be done here. I don't believe half of it."

Solicitor as Witness.

A SOMEWHAT curious point recently came before the Court of Justiciary in Scotland in *Campbell* v. *Cochrane*, 1928, S.C. (J.) 25, on an appeal from a conviction under the Licensing Act. The appellant, the licensee of an hotel, was charged in the local police court with a contravention of the Licensing Act for having, by the hands of a waitress in her employment, supplied intoxicating liquor to two persons during prohibited hours. The licensee, who was represented by a solicitor, gave evidence that she had expressly instructed the waitress to keep the bar door closed during the prohibited hours, and consequently that in doing what she did the waitress was acting outside the scope of her employment. At the close of this evidence, the solicitor conducting the defence formally tendered himself as a witness as he, having been present on other business at the hotel, had happened to overhear the instructions given to the waitress by the appellant. The magistrate held that the solicitor, having been present in court the whole time, was incompetent as a witness and so must be excluded from giving evidence. On a case stated, the High Court held this view to be erroneous and decided that the solicitor was a competent witness. In England there is no very definite authority upon this point. It has been said that advocates—either barristers or solicitors—may in strictness, although the practice is highly undesirable, testify either for or against the party whose case they are conducting (see "Phipson's Law of Evidence," 6th ed., p. 449), and in *Eastland* v. *Burchell*, 3 Q.B.D. 432, the opinion was indicated, although the point was not decided by the court, that the evidence of the advocate conducting the case, if relevant, could not be rejected.

The Magistrates' Association.

A WELL-INFORMED and competent lay magistracy is an asset of immense value to the whole system of judicial administration. In the pursuit of this ideal the Magistrates' Association, is playing an important part. At the time of its formation there were not wanting critics who anticipated that this new body would be merely an addition to the various well-meaning but rather futile societies that spring up from time to time. The Association has, however, made good, and has been very much in the right hands. It forms a medium for the exchange of ideas and experience, provides a bureau for information, and affords a useful channel of communication for collective suggestions and recommendations to the authorities. The fact that such men as the late Lord HALDANE, the late Lord CAVE and Lord HAILSHAM have accepted the presidency, and that such speakers as Lord BIRKENHEAD, Lord SHAW, Lord ATKIN and Sir JOHN ANDERSON (to name only a few at random, out of many distinguished men and women) have been secured, is sufficient to show that the Association is no mere assembly of faddists.

To the legal profession, apart altogether from those members who, as justices of the peace, may have joined the Association, its importance lies in the fact that its activities are leading to a higher standard of keenness and efficiency on the Bench. A lay Bench necessarily relies on its trained and qualified clerk for guidance on questions of law and practice, and, to some extent, also on matters of policy; but the clerk, like the advocate, will find his task easier and pleasanter when he is dealing with magistrates who have equipped themselves to the very best of their ability for their duties, and who are enabled to bring to them a working knowledge based upon the experience and learning of others. This is just the kind of knowledge that the Magistrates' Association aims to supply.

Dangerous Motorists.

A LARGE number of motor-driving licences are annually suspended in this country, either temporarily or permanently, consequent upon accidents which have been occasioned by some physical disability, not outwardly discernible, in the holders. Not long ago the driver of a motor-car involved in an accident was found upon medical examination to be subject to epileptic fits and his licence was permanently suspended. An advanced state of heart trouble, excessive deafness, and badly defective sight are further obvious examples of what, for the protection of the public, should be deemed disqualifying disabilities. A charge at Kingston Police Court, on the 16th inst., of being drunk in charge of a motor car—unhappily too common nowadays—was withdrawn when police medical evidence showed that the driver was not drunk but was suffering from cataracts on both eyes which rendered him unfit to drive; the defendant, who had knocked down and injured two men, was fined £10 for dangerous driving and his licence was indefinitely suspended. It is an alarmingly unpleasant state of affairs when the man at the wheel of an approaching motor-car may be half deaf, half blind, or liable to collapse at any moment, and in the public interest it is urgently essential that some means should be devised to prevent such people from holding licences. Surely a brief compulsory medical test, so often advocated, would quickly eliminate the worst cases, and the additional expense incurred would be well merited.

A Patent Cocktail.

A QUESTION of popular interest is raised by an evening newspaper. A barman at a West-end hotel mixed a cocktail "which became famous in twenty-four hours." Rival establishments are now reported to be sending emissaries to taste and guess the composition, in order to reproduce it. Can such conduct be prevented by the Royal grant of a patent conferring a monopoly of selling the cocktail on the barman as the "true and first inventor"? The newspaper expresses the fear that the application for a patent for a cocktail would be deemed frivolous. This fear is perhaps somewhat pessimistic; the person who first put a piece of india-rubber at the end of a pencil is said to have made a fortune by patenting his idea, and the patent office is likely to have sounded the depths of frivolous and futile applications. Starting from s. 38 (*a*) of the Patent Act, 1907, added by s. 11 (1) of the Patent Act, 1919, it is clear that both food and medicine can be the subject of a patent. In fact in *Q.O.'s Application*, 1924, R.P.C. 581, the question of an "alimentary paste" was considered. The supervising examiner, representing the Controller-General, opposed the application, on the ground that, in substance, the paste was merely the product of a "recipe." There was, however, some novelty in preventing rancidification, and Sir THOMAS INSKIP allowed the appeal. Now a cocktail is in essence the product of a recipe, and if "food" in the Patent Acts includes drink, as it does in the Adulteration Acts, a patent cocktail may be regarded as a possibility. Perhaps one which gave all the "kick" with no reaction might be favourably considered! Those who mix new cocktails and appetisers, however, more usually keep their recipe secret, and devote themselves to preventing their rivals from passing off imitations. *Siegert* v. *Findlater*, 1878, 7 C.D. 801, was in fact an instance of this policy in respect of "Angostura Bitters," and the injunction sought was granted. It was held that persons who discovered the secret could use the name, but not those who sold other concoctions—for, unfortunately for the imitators, the place-name of Angostura had been altered since the christening of the cordial. Modern names of cocktails are distinctive enough, and if the inventor called it "Nirvana Nectar" (the actual name of the new one is not disclosed) and it became popular, his monopoly would soon bring itself within the above case.

"Cautionary Letters."

THE NEW police system of "cautionary letters" to motorists received its first challenge at the West London Police Court on the 19th inst. On receiving one of these communications, a woman motorist wrote to the Commissioner disputing the allegation that she had committed an offence, whereupon the letter was "withdrawn" and a summons taken out against her for obstruction. It is well that this new system has been challenged in its early stages, for, in our view, it involves grave risk of an abuse of the subject's constitutional rights. The majority of motoring offences are trivial matters which in the past have held up the work of the police courts and occupied the time of the magistrates to an extent out of all proportion to their importance; for that reason, any step by the police is to be commended which tends to diminish the number of cases taken to court. But the "cautionary letter" method involves a serious danger, for it presupposes the guilt of the person to whom it is sent; by a mere stroke of the pen, the Commissioner (on the report of one policeman) arrogates to himself the right to stigmatise as an offender a member of the public who has not been heard in his defence. The natural inference is that, on the hearing of a summons for a subsequent "offence," the police intend to prove the sending of a "cautionary letter" on a previous occasion, and thus imply that the defendant is not a first offender. It is open to argument whether such a "cautionary letter" is admissible as evidence of the commission of an offence on a previous occasion. Obviously it is in the public interest that the decision of the courts upon the matter should be invoked, in order that this novel procedure should be restricted within recognised and equitable limits.

The Extension of Criminal Liability.

A STARTLING instance of the above is embodied in a new bye-law of the Worcestershire County Council, under which an organiser of a motor coach party was recently prosecuted, it being alleged that while in charge of a motor coach he allowed one of its occupants to throw a bottle from the vehicle while passing through Bromsgrove. The evidence was that the bottle had hit an omnibus inspector without hurting him, and was smashed on falling to the ground. The incident was reported to the police, who succeeded in stopping the motor coach at Rubery, some miles further on, but no one would say who had thrown the bottle, although the members of the party admitted knowing who it was. The defendant stated that he had chartered the motor coach, and would not evade his responsibilities as the person in charge, although the first he knew of the occurrence was when the party were stopped by the police. A fine of £2 was imposed, and another exception is therefore created to the rule that *mens rea* is a necessary ingredient to a crime. Other examples of offences for which *mens rea* is unnecessary by statute are those under the Licensing (Consolidation) Act, 1910, e.g., a licensee permitting gaming on the premises contrary to s. 79, or under the Public Health Act, 1875, e.g., the exposure for sale of unsound meat, whether or not the vendor knows of the unsoundness, contrary to s. 117. The distinction between these and the first-named offence, *supra*, is that the latter

is created by a mere bye-law—a method of extending criminal responsibility by a process which may well never have been contemplated by Parliament.

The Letter Killeth.

STRICT OBSERVANCE of the rules of procedure where cases are presented by professional advocates is properly to be insisted upon. Rules of procedure are designed, usually on a basis of long experience, for the quicker despatch of business. But where, as in a police court, a large number of people concerned are entirely ignorant of procedure, and quite incapable of understanding it at short notice, it is folly to attempt to compel them to conform to the Summary Jurisdiction Acts. Their minds are on the substance, and, if they be badgered by rigid insistence on the strict method of presenting their case they are only too likely to be confused and leave unsaid much which they were entitled to say, and some things which ought to have been said. It is painful to the well-regulated mind to hear an anxious prisoner, intent on stating his defence, being told in phrases he only half comprehends, that he is not to address the court, but to ask questions of the witness. When this has happened several times the unhappy defendant is either under the impression that he is not allowed to speak at all, or is so hopelessly confused in his thoughts that, even when he is later on unmuzzled, he stands dumb or offers some disconnected remarks which do not help the understanding of the case. There would be something to be said for compelling the doing of all things decently and in order if the person being drilled were coming often. But even as a lesson the occasion is wasted, for most defendants never come into court again. All that is usually secured is a considerable waste of time and an opportunity of doing injustice. The rules of procedure are, after all, merely directory. It is not unlawful to do the case upside down. In fact, it is not at all difficult to keep the proceedings within the proper framework, with a little care and patience. An ignorant defendant may be allowed to tell his story as and when he chooses. The court can put questions to the witnesses based on his statement. There is indeed high authority for this course, if authority be needed for assisting the prisoner to put his case effectively before the court. Sticklers for procedure are out of place in the poor man's courts. They should be lecturing to junior counsel, or guiding the deliberations of legislative bodies. Form has its importance indeed, but is as nothing compared to the substance, and a certain type of inelastic mind is a distinct danger.

"Mentioning" Convictions.

"ONE OF the features of an English trial which is quite incomprehensible to the Scots lawyer is the practice of putting into the witness box, after a prisoner has been found guilty, a police officer who proceeds to give, for the judge's benefit, a more or less complete account of the prisoner's life, often beginning with his school days . . . The practice is wholly unknown in Scotland, where it strikes the legal profession as irregular and unfair." Thus, Mr. ANDREW GIBB, in the current issue of the "Police Journal." Whether the practice is unfair or not, depends largely on the attitude of the judge; the prisoner can be treated fairly if patience and acumen be exercised. Where previous convictions are alleged but denied, the police ought always to be put to the strictest proof, and if fingerprints are available the possibility of error is negligible. The recent painful case at Manchester, where a man committed suicide because he could not bear the stigma of an untrue allegation of conviction for theft, pushes home the point; and, if the facts of another case are correctly reported, we cannot commend the magistrates at Reading who dealt with a man against whom eighty previous convictions were alleged, all of which he denied, without giving the police the opportunity of offering formal proof. They were, according to the report, "satisfied" without it.

Agricultural Credits.

By MR. WM. H. AGGS, M.A., LL.M.

(*Continued from p.* 669.)

Or, more likely, while avoiding the dangers that having recourse to a moneylender entail, he is able to arrange for a loan from a friendly auctioneer in the neighbourhood. Though the making of loans is outside his ordinary line of business, the auctioneer is probably reasonably secured, because week by week he will be selling the farmer's live stock and produce for him at the local market, and should the farmer give up his holding he would be employed in his capacity as valuer to deal with the outgoing and incoming valuation, and, doubtless, would stipulate that all compensation money so obtained passed through his hands for the purpose of liquidating the loan.

This last-named method of finance has also an unfortunate effect, because at some time or other the auctioneer may be appointed by the Minister of Agriculture and Fisheries to act as arbitrator in an arbitration under the Agricultural Holdings Act, 1923, and these extraneous earnings in respect of loans may create in him an undue bias, possibly quite unconscious, in favour of the farming class from whom so large a part of his professional earnings are obtained. When the arbitration is not solely between outgoing and incoming tenant, but more directly concerns the landlord and tenant, as in cases of compensation for disturbance, any notion of partiality that might thus arise should be studiously avoided.

The power to grant loans by means of the agricultural charges referred to in the Act is confined to banks, and this part of the Act involves no financial assistance from the Exchequer. It was stated, upon the second reading of the Bill which became the Act, that all the large banks, with one exception, had consented to co-operate in the machinery set up by the Act.

Also, it is only an individual farmer, or farmers working in partnership, who can take advantage of this part of the Act, and it is not open to an incorporated company or society to create an agricultural charge, except in the case of a debenture issued by an agricultural society which created in favour of a bank a floating charge on property which is "farming stock." Such a debenture can, by s. 14, be registered as an agricultural charge under the Act.

Not only can the farmer include in the charge his live stock and the progeny thereof, but also under the definition of the phrase "other agricultural assets" those contingent interests, such as tenant right, or compensation under the Agricultural Holdings Act, 1923, for improvements or disturbance, which he may or may not receive, and which, in any case, do not vest in him until the determination of his tenancy and upon his quitting the holding.

It will be easily realised that the security offered by the agricultural charges the Act provides for is of a distinctly speculative character; but as it is only banks who are to operate this part of the Act it is hoped that with their local knowledge obtained through their numerous branches, they will be able so to operate the Act that they can offer to the borrowing farmer far better terms for a loan than he could get in any other way, and in this matter the personal credit and reputation of the individual will count a great deal.

To the mind of the lawyer the question will at once arise as to whether such a charge as is contemplated will not require to be registered as a bill of sale.

It has been said that the mere mention of the words "bill of sale" is enough to impair the credit of the man who is giving it. The publicity attending it, the formalities involved, in fact everything connected with a bill of sale make it so odious that only at the last gasp would a farmer resort to it as a means of getting cash.

Thus to smooth the path of the borrower the Act provides that an "agricultural charge" shall not be deemed to be a bill of sale within the meaning of the Bills of Sale Acts, 1878 and 1882, and that farming stock subject to an agricultural charge shall not for the purposes of s. 38 of the Bankruptcy Act, 1914 (which section describes the property of the bankrupt which is divisible amongst his creditors), be deemed to be goods in the possession, order or disposition of the farmer in his trade or business, by the consent and permission of the true owner thereof, under such circumstances that he is the reputed owner thereof.

With regard to both the reputed ownership section referred to above and to a bill of sale of farming stock, reference may be made to the recent case of *Herbert's Trustee* v. *Higgins*, 1926, Ch. 794; 95 L.J. Ch. 303; 70 Sol.J. 708, where Lawrence, J., gave a most interesting judgment.

But it will be obvious that in order to prevent what might be very serious frauds and grave injustice it is necessary that there should be some measure of publicity in connexion with these agricultural charges. Accordingly it is provided that an agricultural charge is void unless within seven days of its execution it is registered with the Land Registrar at the Land Registry, and though the register is open to inspection by any person and copies of entries can be obtained, and the provisions of the Land Charges Act, 1925, as to official searches, apply, yet to lessen the publicity to the farmer of the fact that he has charged his stock, etc., to secure a loan from the bank, it has been made unlawful to print for publication or publish any list of agricultural charges or of the names of farmers who have created them.

It is well known that moneylenders have carefully compiled lists of indices giving a large variety of details of the financial standing and prospects of persons who may resort to them and more particularly those who have had recourse to them, and, having regard to the definition of the words "publication" and "publish" given in the Act, it may remain lawful for names and lists of agricultural charges to be circulated amongst the moneylending fraternity.

It may here be noted a farmer cannot be prohibited from creating an agricultural charge by the terms of his contract of tenancy, though it does not appear that there is anything in the Act to prevent a landlord and tenant coming to an independent agreement on such a matter, provided the agreement is founded on good consideration, but the property comprised in an agricultural charge is not thereby protected from distress for rent, taxes or rates.

The question the farmer will naturally ask himself is what are his rights as to dealing with or disposing of the stock, etc., which forms the subject matter of the charge.

The object and intention of the Act is undoubtedly that he should have the greatest possible freedom in the matter, and if the charge is a floating charge, and the farmer expends the proceeds of a sale in the purchase of farming stock, which, on purchase, becomes subject to the charge, he is under no obligation at all; but if the charge is a fixed charge, or, in any other case, the farmer is under an obligation, whenever he sells any of the property or receives any money in respect of the agricultural assets comprised in the charge, forthwith to pay to the bank the amount of the proceeds of the sale or the money so received.

But, of course, the charge itself can provide for an alteration or departure from this obligation, or the bank may for special reason, or generally, allow it.

The purchaser is in no way concerned to see that the farmer complies with his obligations, and curiously enough the auctioneer who sells need not concern himself in the matter notwithstanding that he may be aware of the existence of the charge. As has already been mentioned, the local auctioneer may have made a loan to the farmer, and difficult questions may arise if he uses the proceeds arising from the auction sale to liquidate his own debt to the detriment of the bank.

With all this freedom that is given to the borrowing farmer it is only natural that the Act should provide some penalty for the wrongdoer. Accordingly s. 11 makes it a misdemeanour punishable on indictment with penal servitude for a term not exceeding three years for a farmer with intent to defraud to fail to comply with his obligations as to paying into the bank, or removes or suffers to be removed from his holding any property subject to the charge.

The farmer's offence is to be regarded as being within s. 24 of the Criminal Justice Act, 1925, and the 2nd Sched. to that Act, so that it can be dealt with summarily by the magistrates if the circumstances warrant it.

In conclusion it is worthy of note that there is in the Act no safeguard to the general creditors of a farmer against the creation by him of a floating charge when the farmer is insolvent and shortly afterwards becomes bankrupt, such as is contained in s. 212 of the Companies (Consolidation) Act, 1908, in the case of floating charges created within three months of the winding-up of a company. It may be thought that the opening words of s. 7 of the present Act are sufficient to incorporate s. 212. But, if so, it is a somewhat loose method of dealing with the matter.

As will be realised, the Act does not profess to touch root causes of agricultural depression, and it is to be feared that the first part of the Act, which assists with public funds a private company to be formed for granting long term credits by way of loans for agricultural purposes on favourable terms, will not do much to relieve the most necessitous of the farming community, since it is hardly likely that loans will be able to be effected on a basis of less than 6 per cent., yet the promoters of the Act are so optimistic of the ultimate success of the company that by s. 4 it is provided that, if after the guarantee fund has been repaid, reserves increase beyond what is properly required, such excess shall be applied for the benefit of borrowers under a scheme to be prepared by the company to the satisfaction of the Minister.

But it is thought, unless there is a great and unlikely drop in the value of money, that many decades of careful and economical management of the company will have to elapse before any benefit to the borrowers is likely to ensue from this provision.

With regard to Pt. II, which provides, as has been explained, for agricultural short-term credits, the very novelty and the fact that it brings the farmer into such close relationship with the banks in a way that was not formerly possible, must surely, it is to be hoped, bring lasting advantage to the agricultural community.

It is at all events a first step to release the farmer from the bondage, and in many cases it is a cruel bondage, that he is now in to the people who are giving him credit.

Landlord and Tenant Act, 1927:

By S. P. J. MERLIN, Barrister-at-Law.

I.

Compensation for Loss of Goodwill.

When it was stated in the House of Lords that this Act would apply to 2,000,000 business premises in England and Wales, one of the most famous of our law lords present made the grim comment that this would mean 2,000,000 lawsuits, and at a later stage, when attacking certain of its provisions, which he was opposing on the ground of their complexity, he added: "I do not want to enter into legal controversy. We all have our own opinion, and eventually it will fructify to the benefit of my profession. It is, at all events, something to look forward to by those who are still carrying on."

This Act has now been in operation some six months, and the above forecasts of its effect bid fair to become justified. There have already been a very large number of notices and

claims given and made under the sections relating to compensation for loss of goodwill, and to new leases in lieu of such compensation. Curiously enough, there have been, comparatively speaking, very few applications as yet by tenants desirous of obtaining certificates entitling them to make "improvements" in their premises under ss. 1, 2 and 3 of the Act.

The question of "goodwill" was dubbed, by one member of Parliament, the "solar plexus" of this Act, and, judging by the number of claims which have been made during the last six months and which have either been settled amicably, or are now well on their way towards decision by the tribunals, this description of its complex and intricate provisions relating to "goodwill" is not inapt.

The grounds upon which these provisions of the Act are based were concisely stated by Lord CAVE, in moving the second reading of the bill in the House of Lords: "Complaint," he said, "is made when a trader holding under a lease has, by his energy and his expenditure, built up a goodwill for his business. Then, at the end of his tenancy, his landlord may, and sometimes will, use that goodwill which the tenant has produced, which is valuable to him, and which he will lose if he goes elsewhere, as a lever for exacting a higher rent from the tenant on the renewal of his tenancy . . . and this form of unfairness sometimes has aroused deep and, I think, natural resentment in every part of the country." This fair statement of the position only bears out in 1927 what the "Select Committee on Tenancy of Business Premises" reported in 1920, namely, that "It cannot be doubted that cases of hardship do occur in connexion with goodwill and that landlords sometimes take an undue advantage of their tenant's position in such cases; and it is quite clear that when the renewal of a lease of business premises is under discussion, the fact of the tenant having created a valuable goodwill gives the landlord considerable power to settle the terms of such renewal in his own favour."

The substantive provisions relating to a tenant's right to compensation for loss of goodwill are contained mainly in s. 4 of the Act. This section (together with s. 5, which gives a tenant a right in certain cases to a new lease in lieu of compensation), imports new and untried principles into our law of landlord and tenant, and as these principles are introduced and break into *all existing leases* of business premises, they call for the close attention of all concerned, as professional lawyers or otherwise, in the management and supervision of such properties.

Subject to numerous exceptions, limitations and provisions s. 4 provides a tenant of business premises, on quitting his holding, with certain rights to monetary compensation, for the loss of any "goodwill," which he may have created at the premises, which has become attached to the premises by reason of his having carried on a trade or business there, and which remains there, after he has had to vacate them, for the benefit of the landlord, in such a form that the premises *could* at the end of the lease be let at a higher rent than they would have attracted if no such goodwill had been created there by the outgoing tenant.

It is a matter much to be regretted by the referees, who may have to decide the earlier disputes which will come before them for trial, that the Act does not contain any definition of "goodwill," nor does it in terms provide any positive basis on which compensation for loss of goodwill shall be assessed. Several Members of Parliament attempted to draft a satisfactory definition of the peculiar conception of "goodwill" which the Act contains, but all failed, and this most difficult question was left to the tribunals to deal with as best they could, having regard to the circumstances of each case, with such negative guidance and limitations as are obscurely contained in the various sub-sections of s. 4 of the Act.

The definitions of goodwill in the leading cases on the subject are of very little value as guidance to those dealing with the questions of "goodwill" under this Act. Cases arising out of sales of the goodwill of a business by a willing seller to a willing buyer do not contain or give rise to the same questions of fact or law as will emerge from the provisions of s. 4 of this statute. One of the first things practitioners will have to impress on their clients when dealing with and advising them on their rights and obligations under this Act is that this new form of "goodwill" is a very different thing, in its *extent* at any rate, from that which has hitherto been understood by the term in cases where the goodwill of going businesses have been transferred. In the reported cases relating to goodwill the contracts of sale have included terms and conditions which are not in any way present in the cases which are now fast arising under this Act. For example, the conditions and provisions familiar to all who have had to deal with sales of businesses as going concerns, such as, for instance, the right to use the vendor's name, a covenant restraining the vendor from trading with the old customers or competing directly or indirectly with the old business, the provision of a list of the customers of the business, a personal introduction to the customers, and, sometimes, tuition in the business. None of these matters will arise in assessing the goodwill in question under the provisions of this section, excepting in those cases where the outgoing tenant intends to carry on business in premises near the old locus within the meaning of s. 4 (ii) (*d*). Having regard to the absence of the matters set out above it is obvious that the peculiar and strictly limited "goodwill" created by this statute is in most cases of very much less value than the old commercial form of goodwill sold by retiring vendors to ingoing occupiers of the old business premises.

When a referee has to assess the value of a tenant's goodwill under this Act, there are several matters to which he must have regard. Firstly, as above indicated, he must discover what are the intentions of the tenant as to carrying on the trade or business elsewhere, and he may make it a condition of his award that the tenant shall undertake not to carry on the trade or business within such distance of the old premises as he may specify in his award. That being the position, it may become the duty of the referee to elicit—if the landlord's legal representatives should perchance fail to do so—whether the tenant is going to give up business altogether, and not carry one on in his wife's name; and, if he is going to continue in business, whether he is going a long or a short distance away to commence a new business; or whether he already has got a similar old-established business of the same kind in the neighbourhood, to which he can successfully transplant the "goodwill" of the business premises in question. Where the departing tenant intends to open or acquire another similar business in the same district, it would follow in most cases, especially in the smaller towns, where personal acquaintance is a greater factor, that his goodwill would move with him, and thus reduce the value of the "goodwill" which would be left attached to the old premises. To take a familiar example, suppose Messrs. Boots, Limited, have a branch business at No. 10, Commercial Street, Extown, at which they have carried on a successful business for twenty-one years, and which they have been compelled by the landlord to vacate in order, let us further suppose, that the landlord's son may carry on a chemist's business therein. Is it not perfectly obvious that, even in these extreme circumstances, if Messrs. Boots are able to secure suitable premises at No. 20, Commercial Street or anywhere near by, they will lose very little, if any, "goodwill" as conceived by this Act, or otherwise at all?

In fact and provided always that there is other alternative accommodation in suitable premises to be found near by in the same town or district, it is difficult to see how most multiple shop or "chain" businesses can succeed in getting much compensation for the loss of their "goodwill," unless indeed they are being supplanted by other multiple shop owners, carrying on a similar business, and who are systematically or otherwise endeavouring to secure the premises by offers

of higher rents, in order to filch the goodwill of the competing multiple shop business. Apart from such exceptional cases it is conceived that in most instances the goodwill of multiple shop branches does not reside in, or, in the words of the section, "become attached" to, any specific business premises, but is attributable mainly to the system and good management which have distinguished every branch in the chain of businesses, and which have thus engendered among their customers a general goodwill in and towards every branch of such business wherever situated.

Further express directions in s. 4 are to the effect (1) that the tribunal shall in determining the amount of the goodwill "disregard any value which is attributable *exclusively* to the situation of the premises; and (2) that where the landlord proves that the value of the goodwill has been created or increased owing to restrictions imposed by the landlord (as is often done in arcades and parades) upon the letting for a competitive trade or business of other premises in the neighbourhood owned by or under the control of the landlord, the tribunal shall have regard thereto and may refuse the application for compensation or may award a reduced amount of compensation; and lastly it is to be noted that the sum to be awarded as compensation for goodwill shall not exceed such addition to the value of the holding at the termination of the tenancy as may be determined to be the direct result of the carrying on of the trade or business by the tenant and in determining such addition the tribunal shall, if it is proved that the premises will be demolished wholly or partly, or be used for a different *and* more profitable purpose, have regard to the effect of such demolition or change of user on the value of the goodwill to the landlord.

In considering the numerous provisos to s. 4, which provisos in many cases will seriously reduce the quantum of the compensation obtainable by the tenant, it must not be lost sight of that the policy of the Act is not to make the landlord buy the "goodwill" of his tenant, but to safeguard a tenant in an indirect way from having extortionate demands made upon him at the end of his lease for an unfair increase of rent, or, where such extortion is attempted or practised, and to give the tenant compensation for so much of his goodwill as the landlord secures and utilises for his own profit when re-letting. In other words, the measure of the landlord's gain (when he re-lets) which is attributable to the goodwill which the tenant has attached to the premises, will, usually, in practice, be the measure of the tenant's compensation for the loss of his goodwill.

It has been found in practice that one of the most difficult problems which the goodwill provisions of the Act gives rise to is: Whether, in the circumstances of the case, it is better for a tenant to claim monetary compensation under s. 4, or a new lease under s. 5? In most cases it is undoubtedly safer to claim monetary compensation under s. 4; in fact, where landlords have been faced with heavy claims under this section they have often compromised such claims under proviso (*b*) of s. 4, which reads: "the tenant shall not be entitled to compensation in respect of such goodwill if within two months after the making of the claim the landlord serves on the tenant notice that he is willing and able to grant to the tenant, or obtain the grant to him of a renewal of the tenancy of the premises at which the trade or business is carried on at such rent and for such term not exceeding fourteen years as, failing agreement, the tribunal may consider reasonable." On the other hand, where a tenant has boldly claimed a new lease under s. 5, it has sometimes elicited a satisfactory offer from the landlord. In the majority of cases which so far have arisen they appear to have been amicably settled before coming before the tribunals; this is partly due to the present uncertainty of the result, and partly to the long notices of claims which are required under the Act and which were purposely extended to such length by the Legislature in order to encourage such settlements.

A Conveyancer's Diary.

Declaration of Trust for Persons in Undivided Shares.

Another undivided shares conundrum has been brought to our notice. It is this: A, the absolute owner of land, in 1927 declared by deed that he held the land in trust for B, C and D as tenants in common in equal shares. It is desired to sell the land. What statutory provisions apply to such a case, and how should title be made?

Our learned correspondent offers one of two solutions:—

"(1) If the case comes under L.P.A., 1925, s. 34 (2), it can only be by treating the deed as a conveyance under s. 205 (1) (ii). Then s. 34 (2) seems to read as follows: Where . . . land is expressed to be *held in trust* for any persons in undivided shares . . . *the declaration of trust* shall . . . operate as if the land had been expressed to be *held in trust for such persons* . . . as joint tenants upon the statutory trusts . . ."

In support of the above construction it may be urged that a declaration of trust is, in effect, a conveyance of an equitable interest.

In that case A would hold the legal estate upon trust for B, C and D as joint tenants. Our correspondent goes even further and states that "B, C and D (and not A) hold on trust for sale." It is not clear, however, that that is so. On the contrary it may well be that it is A that would hold upon the statutory trusts; such a solution would bring the case into line with s. 34 (3), whereby a post-1925 devise or bequest of land to persons in undivided shares is made to operate as a gift to the S.L.A. trustees or personal representatives to hold upon the statutory trusts.

The second suggestion our correspondent makes is as follows:—

"(2) If the case does not come within L.P.A., 1925, s. 34 (2) there seems to be applicable no statutory provision beyond the negative provisions of L.P.A., 1925, s. 34 (1) and S.L.A., s. 36 (4)."

He makes this suggestion, however, only to reject it in favour of the above construction of s. 34 (2); and on the whole we agree that the court would strive to bring the case within s. 34 (2).

The difficulty may be got over in practice by the appointment of B, C and D to be trustees in place of A, whereupon B, C and D would acquire the legal estate and hold it upon the statutory trusts.

"Settled Land" held in Undivided Shares.

Another undivided shares point of some difficulty has been brought to our attention. It arises in the following circumstances: Suppose that, immediately before the commencement of the L.P.A., 1925, land stood limited under T's will to B and C as executors and trustees, in trust for A for life and thereafter "in trust for all and every the children and child of A who being sons should attain twenty-one or being daughters or a daughter should attain that age or marry, and if more than one in equal shares." Assuming that T's estate was completely administered before the commencement of the Act, the legal estate in the settled land vested in A as trustee-estate-owner by virtue of L.P.A., 1925, 1st Sched., Pt. II, paras. 3, 5, 6 (*c*). A died, say, in 1927, leaving three children all of age, her surviving, and having made a will appointing general executors who obtained a general grant of probate of the will. The land having ceased to be settled land on A's death it was comprised in the general grant to A's general executors: *Re Bridgett & Hayes*, 71 Sol. J. 910; 1928, 1 Ch. 163. So far the position is clear.

Then arises the question in whose favour should the general executors assent?

S.L.A., 1925, s. 36 (1), provides that: "if and when [after 1925] settled land is held in trust for persons entitled in

possession under a trust instrument in undivided shares the trustees of the settlement (if the settled land is not already vested in them) may require the estate owner in whom the settled land is vested . . . to convey the land to them, or assent to the vesting of the land in them as joint tenants . . ."

In the note to this sub-section in 2 Wolst. & Cherry, p. 128, it is observed that: "settled land here means land which, immediately before the trust for sale arises under the [Settled Land] Act, was settled land." This note was written before the decision in *Re Bridgett & Hayes, supra.*, and in view: (i) of that case; (ii) of the emphasis put by L.P. (Amend.) A., 1926, on the fact land held upon trust for sale is not included in settled land; and (iii) of the express provision at the end of S.L.A., 1925, s. 36 (1), that until assent or conveyance is made the land is in effect to be held upon trust for sale; it is very probable that sub-s. 36 (1) would be held to be inapplicable to our hypothetical case.

The L.P.A., 1925, 1st Sched., Pt. IV, para. 2, enacts that where "undivided shares in land, created before [1926], fall into possession after [1925], and the land is not settled land when the shares fall into possession, the personal representatives . . . or other estate owners in whom the entirety of the land is vested shall, by an assent or a conveyance, give effect to the foregoing provisions of this part of this schedule in like manner as if the shares had fallen into possession immediately before [1926] . . . &c."

In 1 Wolst. and Cherry, p. 510, there appears the following note to this paragraph: "In the ordinary case of the termination of a life interest S.L.A., 1925, s. 36, will apply; this paragraph is only supplemental to that section, and is designed to cover any case not within that section." And, in fact, para. 2 seems to be the provision applicable to our case.

There is, however, some difficulty in the construction of the words "in like manner as if the shares had fallen into possession immediately before [1926]." Now, if the shares had fallen into possession before 1926, the land would have been held "at law or in equity in undivided shares" within L.P.A., 1925, 1st Sched., Pt. IV, para. 1. The legal estate in our case would at that time have been vested in the trustees of the original will. Hence it would seem that sub-para. (1) would be the provision applicable.

Thus it appears that the general executors of A should make their assent in favour of B and C to hold upon the statutory trusts. As it happens, in our case, B and C would also be the S.L.A. trustees of the settlement created by A's will if it were held that S.L.A., 1925, s. 36 applies. This somewhat simplifies the position. In any case the general executors of A, until they have assented, can make title quâ personal representatives or as holding upon the statutory trusts: see the last words in S.L.A., 1925, s. 36 (1), and in L.P.A., 1925, 1st Sched., Pt. IV, para. 2.

Landlord and Tenant Notebook.

Actual Possession.

An important judgment was recently delivered in an unreported county court case, which has a bearing on the meaning of "actual possession" for the purposes of s. 2 (3) of the Rent and Mortgage Interest Restrictions Act, 1923. The point is one, apparently, on which there is no previous direct authority.

The material facts were as follows: A was the freeholder of certain premises which were in the occupation of B. Towards the end of B's tenancy, A agreed verbally with C to let the premises to C on a weekly tenancy. The date of the commencement of the term, however, was not fixed, as the landlord wished to do certain repairs to the premises when the occupying tenant went out. A deposit, however, of a week's rent was paid by the tenant. On the previous tenant vacating, the keys were handed over to the landlord, who thereupon instructed his builders to repair and decorate the premises. These repairs took almost a fortnight to complete, the landlord going on to the premises on several occasions to see how the work was getting on.

While the work was in progress the new tenant was invited to come and choose the necessary wallpaper, which he did, and subsequently thereto he was informed by the landlord that the premises were ready for occupation, and eventually he took possession about a fortnight after the previous tenant vacated the premises.

In these circumstances the question was raised whether the premises were decontrolled, the whole question turning on whether or not there had been "actual possession" within the meaning of s. 2 (3) of the Rent, etc. Act, 1923.

Now "possession" is defined in s. 2 (3) of the Rent, etc., Act, 1923, as follows: "For the purpose of this section the expression 'possession' shall be construed as meaning 'actual possession' and a landlord shall not be deemed to have come into possession by reason only of a change of tenancy made with his consent."

The learned judge held in the above case that the landlord had not come into "actual possession" at any time during the interval between the expiration of the old tenancy and the commencement of the new tenancy, on the ground that, by "actual possession" was meant complete dominion or control by the landlord for a certain period after the expiration of the previous tenancy, and that there was no such complete dominion in the above case, because the landlord had merely a qualified occupation of the premises for the purpose only of executing the necessary repairs during the interval between the expiry of the old tenancy and the commencement of the new tenancy.

It is difficult to see, however, how the above decision can be reconciled with such authorities as *Jewish Maternity Homes Trustees* v. *Garfinkle*, 42 T.L.R. 589, where it was held that a landlord who was given the keys of the premises by the vacating tenant, or who, when the premises were vacated, had repairs executed thereon, was in actual possession.

The authorities further go to show that sub-s. (3) of s. 2 of the Act of 1923 is intended to distinguish between notional possession on the one hand and actual *de facto* possession on the other.

It would seem obvious in the above case that the landlord was in occupation by reason of having the keys of the premises, and also by reason of having repairs executed thereon, and to say that the landlord had *occupation*, but that that occupation was merely qualified, and therefore did not constitute possession, appears to be a contradiction in terms, since the person in *de facto* occupation must necessarily be in actual possession.

Our County Court Letter.

REGISTRAR'S DISCRETION ON BANKRUPTCY PETITION.

THE above was one of the matters considered in *In re A Debtor, Ex parte Lawrence*, noted on p. 588, *ante*, and now reported in 1928, 1 Ch. 665. At Manchester County Court the Registrar had dismissed a petition in the following circumstances: The debtor had become liable under a guarantee to pay the petitioning creditor £71 odd by three instalments, and had suffered a judgment for £47 odd, being the first two instalments less £10 paid on account. On the third instalment becoming due, the petitioning creditor's solicitors wrote virtually inviting payment, but the letter was not before the Registrar on the hearing of the petition. The debtor subsequently sent a cheque for the third instalment of £23, but the reply came that the cheque would not be cleared until the judgment was satisfied, and the debtor therefore stopped payment and sent the £23 odd in cash. The petitioning creditor returned this sum, served a bankruptcy notice

for the judgment debt of £47, and in due course applied for a receiving order on the ground that the debtor owed him £47 plus £23 odd, making a total of over £70. The Registrar held that by the tender of £23 the debt was reduced below £50, and that under the Bankruptcy Act, 1914, s. 4 (1), the creditor was not entitled to present the petition. At the re-hearing in the Divisional Court it was pointed out by Mr. Justice Astbury that the tender was out of time, and therefore was not a legal tender so as to extinguish the debt. Nevertheless the above Act, s. 5 (3), provides that if the court is not satisfied with the proof of the petitioning creditor's debt, or of the act of bankruptcy, or of the service of the petition, or as to the debtor's inability to pay his debts, or that for other sufficient cause no order should be made—the petition may be dismissed. The learned judge held that where at the creditor's request there is a tender, but the same is refused because it would reduce the debt below £50, the court should not allow a quasi-penal statute to be enforced against the debtor. Mr. Justice Tomlin held that a receiving order would be a decision in the creditor's favour in proceedings tantamount to an abuse of the bankruptcy law, and he concurred in dismissing the petition.

This decision followed the case of *Ex parte Astrup, In re Le Fevre*, 11 Ch. D. 303, in which the creditors obtained judgment for £29 14s. 6d., which sum the defendant tendered. The creditors refused to accept this amount, unless the debtor would also pay another overdue bill for £30. The debtor refused on the ground that his acceptance had been obtained by fraud, and that the creditors knew this, but had taken up the bill so as to bring their total debt up to more than £50. The creditors in due course presented a bankruptcy petition, which was dismissed by the Registrar and the Court of Appeal. Lord Justice James held that by such an ingenious device the bankruptcy law was used in a way never intended, and that the petition was a very oppressive proceeding.

The first-named case, *supra*, also emphasises the danger of clerical errors in bankruptcy notices. The filed notice was correct, but the copy served called upon the debtor to pay Lancaster instead of Lawrence, although the indorsement referred to Lawrence in proper form. The registrar made this a second ground of dismissal, and the point was also argued in the Divisional Court. The contention for the petitioning creditor was that the error was only a formal defect within s. 147, and that it could not mislead or embarrass the debtor. For the debtor it was argued that bankruptcy notices involve quasi-penal consequences and are construed strictly, so that non-compliance with a bad notice is not an act of bankruptcy. Mr. Justice Astbury held that it was unnecessary to decide upon which side of the line the case fell, e.g., *In re A Debtor*, 1908, 2 K.B. 684, decided that a mistaken calculation of £1 5s. 6d. in a total amount of £984 7s. 1d. rendered a notice bad, whereas *In re Wenham*, 1900, 2 Q.B. 698, decided that a bankruptcy notice to a non-existent firm was sufficient upon which to present a petition against one of the former partners, and that the court had power to order an amendment. A good test of the validity of the bankruptcy notice is whether it follows the terms of the judgment. *In re A Judgment Debtor*, 1908, 2 K.B. 474, was a case in which the creditors obtained judgment in their trading capacity, but the bankruptcy notice required payment to the individual partners at their private addresses, the firm only being mentioned in the endorsement. The Court of Appeal held that the notice was calculated to embarrass the debtor, and as it did not follow the terms of the judgment it was ordered to be set aside.

MARRIAGE SETTLEMENTS.

It may interest the profession to know that draft forms of Marriage Settlements, settled by Sir Benjamin Cherry, LL.B., are now on sale. They are published by The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C.2, and branches.

Practice Notes.

DISSENSIONS IN PRIVATE COMPANIES.

A mass of statute and case law is at hand to deal with the above if the company is insolvent. If the company is prosperous the situation presents more difficult problems. Advice is then sought by two types of shareholders: (1) the usual type who think that their dividends should be more substantial, and that the directors are helping themselves to too many travelling expenses and bonuses; (2) the rare type who think that their dividends are too generous, and that the directors are not placing enough to depreciation or reserve. Disputes at the general meetings arise over the grouping of items in the accounts, and the refusal of the board to furnish further particulars. Taking Table A as a criterion, Art. 106 stipulates for a profit and loss account; and Art. 107 for a balance sheet, report, and recommendation as to dividend and contribution to reserve fund. There is no statutory form for any of these, and the only appeal from the board's arrangement of items is to the general meeting. If, as is usually the case, the directors and their families hold the majority of votes, the dissentient minority have no redress. Under the rule in *Foss* v. *Harbottle*, 2 Ha. 461, the court declines to interfere at the instance of a minority in respect of domestic irregularities. Still less will it interfere with the domestic tribunal (the general meeting) over a matter of opinion as to the working expenses or the amount of disposable profits. The first duty of the directors and auditors is to the company, and not to any particular shareholder. Therefore they are entitled to refuse information which might benefit trade rivals if divulged. The chairman should take the vote of the general meeting (by poll, if demanded) as to whether any particular question should be answered. This prevents acrimonious debates, and if the inquisitive minority are overruled they can apply to the Board of Trade under the Companies (Consolidation) Act, 1908, s. 109. The applicants (*a*) must not hold less than one-tenth of the share capital; (*b*) must satisfy the Board of Trade that they have good reason for, and are not actuated by malicious motives in requiring, the investigation; (*c*) may be required to give security for costs. The powers under the section are therefore rarely invoked and/or exercised. The deciding factor is therefore the vote of the chairman, as to which see a "Current Topic" in our issue of 20th March, 1926 (70 Sol. J., 477), entitled: "*Bona fide* Decision of Company Chairman."

One result of the above dissensions is that legal advice is sought on trivial problems masquerading as questions of principle. A lady shareholder may desire, on marriage, to have her new surname entered in the register of members and on her share certificates—a simple process not at first sight involving threats of a lawsuit. The lady, however, may have used her voting powers, at the instigation of a near male relative, to oppose the policy of the directors. The latter, therefore, become zealous legalists, and instruct the secretary to concede to the lady nothing beyond her legal rights under the articles. Everyone in the company may be acquainted with the fact of the marriage, but (in imitation of a big public company) a request is put forward by the secretary for (1) production of the marriage certificate; (2) a registration fee of half-a-crown. The lady and her near male relative (her husband with them) regard (1) as an insult; (2) as extortion. The articles are therefore scrutinised to see what justification exists for either demand, and it will be found in most cases that there is none. Most articles of association contain more detailed provisions with regard to share certificates than Table A, but even under those regulations the above procedure is *ultra vires*. The demand for half-a-crown appears to be based on Table A, cl. 20, under which the directors may decline to register any instrument of transfer unless a fee not exceeding two shillings and sixpence is paid. A correction of name on marriage, however, is not a transfer or transmission

of shares. The demand for evidence appears to be based either on (1) cl. 7, which provides that if a certificate is defaced, lost or destroyed, it may be renewed . . . on such terms, if any, as to evidence, etc., as the directors may think fit; or (2) cl. 20, which deals with evidence as to the rights of a transferor to make a transfer; or (3) cl. 22, which deals with evidence as to title on death or bankruptcy. None of these deals with the case of marriage, and the marriage certificate in itself (without separate evidence to identify the wife as the shareholder) is of no more value than a newspaper cutting. Both the above demands ignore cl. 6, which states that every person whose name is entered as a member shall, *without payment*, be entitled to a certificate. The procedure on marriage is primarily for rectification of the register, which the company is bound to keep under the Companies (Consolidation) Act, 1908, s. 25. The claim for a registration fee, as a condition of merely altering the surname in the register and on the share certificate, may therefore be met by a counter-claim for rectification of the register.

Legal Parables.

XII.

The King's Counsel and the Cook.

Sir Erskine Hale-Holt, K.C., M.P., was so great a success at the Bar that solicitors hurried to brief him lest the other side should do so. With juries none was so persuasive as he; with witnesses none so devastating. Hopeful young barristers came into court just to listen to his cross-examinations.

Now it happened one day that the great man, being engaged in a running-down case, found the principal witness on the other side was a quietly respectable woman who described herself as a cook. Her evidence was damaging, and quite definite. Sir Erskine smiled sardonically as he rose to demolish it.

But somehow it did not come off as easily as usual. He began by suggesting that no doubt she was a good cook, to which the witness assented. Then he asked if she was as good a judge of speed as of cooking, and if she was quite sure the defendant's car was doing over thirty miles an hour. The witness replied that she was; and as for being a judge of speed, she ought to be, because before she came to London she lived with her brother who kept a garage, and she had driven cars herself hundreds of times.

Very soon Sir Erskine began to feel that things were not going well, so of course he tried being severe. He asked the witness many questions about herself, her capabilities, her age, her habits, and her past; when she replied briefly he told her not to be rude; and when she elaborated an answer he told her that she had better keep to the point, as his lordship did not want to go on a "Cook's tour" personally conducted. The cook observed that she did not call that really funny, and the judge said he thought the cross-examination was getting rather on the irrelevant side. The great leader, who was by now quite annoyed, rejoined that surely, on the point of the witness's credit—to which the judge only ventured an opinion—that so far the cross-examination was more to the credit of the witness than of learned counsel.

And as Sir Erskine lost his case, he went home in none too good a temper.

When he arrived, Lady Hale-Holt met him with the announcement that they had better dine out that evening, as cook had declined to stay another moment. Why? Well, he ought to know! Hadn't he himself insulted her all the afternoon, made cheap jokes at her expense in a public court, and falsely suggested all kinds of things against her.

"Then that wretched woman was our own most excellent cook!" exclaimed the relentless cross-examiner.

"Precisely," said his lady. "If you noticed things at home a little more you might have recognised her or remembered her name, instead of which——"

"Never mind, Daddy darling," interposed his daughter, "You *have* rather torn it, but we must just go out to dinner till we get another treasure. It'll cost rather a lot, but we'll have some fun. The fact is, you may be terribly sweet at home, old thing, but it always seems to me, from the papers, that you really *are* rather too piggish in court."

Reviews.

The Annual Practice, 1929, being a Collection of the Statutes, Orders and Rules relating to the General Practice, Procedure and Jurisdiction of the Supreme Court. With notes by W. Valentine Ball, a Master of the Supreme Court, and F. C. Watmough, assisted by F. E. W. Nichols. London: Sweet & Maxwell, Ltd., and Stevens and Sons, Ltd. ccccxxv, 2,547 and 424 pp. £2 net.

As was the case with the 1928 Annual Practice, the 1929 edition makes its appearance at the commencement of the Michaelmas Sittings. Such a premature appearance has its advantages; it also has its disadvantages. It gives confidence to the practitioner to start upon the legal year with up-to-date equipment; and it must have been a boon to the learned editors of this enormous and growing volume to be quit of the arduous task of editing before the work for the Michaelmas term started. The disadvantages, of course, are that it may well happen that when 1929 arrives several matters dealt with may be out of date. But the advantages, in our opinion, outweigh the disadvantages.

The name of Master King no longer appears on the new edition. The present editors, in the preface, pay a much deserved tribute to his methodical accuracy and industry. Mr. F. C. Watmough, who assisted in the 1928 edition, has now joined Master Ball as editor.

There is much new matter in the 1929 edition; and the bulk of the "A.P." continues steadily to increase. This latter consideration urges one to ask, is there no hope that the Statutory Rules and Orders will some day be simplified and the unwieldy bulk of the standard commentary upon them thereby diminished?

Among the more notable of the new matters introduced are:—

The new Order 14A (issued in January last) which enables a judge of the Chancery Division to make a summary order for specific performance and for such consequential accounts, damage, etc., as the case may require.

The new Order 53D, which contains rules framed to meet the requirements of the Landlord and Tenant Act, 1927. The editors' comments on this new Order are interesting: "The procedure is remarkable in that, although the Act gives power to 'the Court or a Judge thereof' to make orders on a summons for directions in a case arising under the Act, the rules expressly provide that the summons shall be heard by a 'Judge.'" This means that, practically speaking, all interlocutory proceedings under the Act (except an application to transfer a case from the county court to the High Court) shall be heard by a judge in chambers instead of a master.

The new Order 55C, whereby is assigned to the Chancery Division all proceedings in the High Court under the Companies Act. The same Order directs that appeals from a county court are to be heard by a Divisional Court of the Chancery Division.

The principal alterations and amendments made in the new edition are: The re-casting of the notes to Order 14, rule 1, necessitated by the passing of the Moneylenders Act, 1927; the noting of the amendments to the Poor Persons Rules under Order 16 (iv), where it will be seen that the privileges of a "poor person" as a litigant have been extended to cases in the county court; the incorporation of the amendments made this year to the Supreme Court Funds Rules, 1927, and to the Judicature Act, 1925.

When the current of legislative activity, whether by statute or by rules and orders, is strong and swift, it is hardly safe for the practitioner to be caught without the latest edition of the Annual Practice.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. No responsibility is accepted for the accuracy or otherwise of the replies given.

Death of Tenant for Life—Representation—Sale.

Q. 1448. A testatrix T, who died in 1913, by her will, settled land by way of devise to her executors and trustees (H, A, and B) as to the whole thereof, upon trust to pay the income to her husband H for life, and after his death (died 1927), as to the bulk thereof upon trust for sale, and as to two fields upon trust to pay the income to Z (still alive) for life. A vesting deed was executed in favour of H in August 1927. A grant "save and except" settled land has been made to Z as sole executrix of the will of H. How can title best be made (*a*) to the said bulk of T's realty, and (*b*) to the two fields ?

A. On the death of H the legal estate in the whole of T's real estate was vested in him, but the settlement had then ceased, except in so far as the two fields in which Z takes the second life interest are concerned (*re Bridgett and Hayes' Contract*, 71 Sol. J., 910). The existing grant of probate of the will of H covers, or should have covered, the whole of T's real estate except those two fields, and Z can therefore, as his personal representative, either sell the same or vest it in A and B upon the trust for sale. As to the two fields, a special grant of probate in the estate of H must be made to A and B who could then either sell as personal representatives (A. of E. Act, 1925, s. 24), or convey by way of vesting deed or assent to Z, who could then sell as tenant for life (S.L.A., 1925, ss. 7 and 8). Though this point does not concern a purchaser, it might in the circumstances of the administration be advisable to obtain formal or informal releases of the respective rights of A and B and Z to vestings upon trust for sale, and as life tenant, if sales are to be made by Z of the real estate other than the two fields and by A and B of the two fields. If, owing to the existing grant in the estate of H having been made prior to the case of *re Bridgett and Hayes' Contract, ubi supra*, and the recent instructions of the Senior Registrar consequent thereon, it clearly erroneously excluded the whole of T's real estate other than the two fields, it is not now possible to obtain a special grant to cover the part wrongly excluded, and it seems that the existing grant must be amended (*vide dictum* of Romer J., in *re Bridgett and Hayes' Contract, ubi supra*).

Undivided Shares—Appointment of Trustees to Oust Public Trustee—Persons Interested.

Q. 1449. By indenture dated 7th July, 1823, made between A of the first part, B of the second part, C of the third part, and D of the fourth part, Blackacre (with other premises) was demised to D for a term of 1,000 years, upon trust for sale for securing to C the sum of £70 advanced to A with interest. By assignment dated the 8th June, 1825, C being satisfied with the other property comprised in his security, D at the request of C and by the direction of A assigned Blackacre unto X for the remainder of the said term of 1,000 years created by the deed of the 7th July, 1823. By his will proved in 1886, X (a labourer), gave unto his two sons Y and Z "my dwelling-house, outhouses and gardens being Blackacre, after the decease of myself and my wife." The wife of X died in 1885. In 1909, Y, one of the sons of X, assigned his undivided share in Blackacre to his nephew H, the son of Z (remaining son of X). Z, by his will proved in 1905, in effect gave his real estate, including his share in the long leasehold term in Blackacre, to his wife for life, and after her decease to his son H, and after the death of H gave "all such properties with all profits arising therefrom equally divided between his (H) legitimate children." The wife of Z died in 1927. H and his two children, both *sui juris*, now wish to sell the long leasehold term in Blackacre. The position is that H is absolute owner of one moiety and tenant for life of the remaining moiety. Advice is requested as to how the position should be dealt with. It is suggested that on the 1st January, 1926, the provisions of Pt. IV (4) of Sched. I of the L.P.A. would vest the entirety in the public trustee upon the statutory trusts. No action has been taken to find new trustees in place of the public trustee. Can H, as absolute owner of an undivided moiety and as tenant for life of the other undivided moiety, appoint trustees of the statutory trusts ? As regards the settled moiety, will it be necessary to bring on to the title a special grant in the estate of the widow of Z and a vesting deed as regards that moiety in favour of H ?

A. The original joint tenancy of Y and Z having been severed by the assignment by Y of his share to H, the property was, on the 1st January, 1926, vested in certain persons in undivided shares, within Pt. IV of the 1st Sched., but as the entirety was not settled land (though a moiety was, under the previous S.L. Acts), nor was it vested in trustees, nor in persons absolutely and beneficially, the legal estate vested in the public trustee. Subject to the usual caution as to construing a will without reading the whole document, it appears that the two sons of H have vested equitable interests in a portion of one moiety liable to be partially divested by the birth to H of other children. H as a person interested in more than an undivided half of the property or the income thereof can appoint two trustees in place of the public trustee, but it is suggested that his two sons might join in the appointment. They can appoint two of themselves or strangers. The persons appointed will hold the property on the statutory trusts. No grant is required to the estate of Z's widow.

Footpath Alteration—Effect.

Q. 1450. Enclosed we send a plan showing (1) our client's orchard coloured green ; (2) original line of path over adjoining field coloured black ; (3) altered line of footpath over adjoining field coloured red. Our clients have a right of way through a gateway in the wall of their orchard into the footpath. In or about the year 1891 the then owner of the field with the path to suit his own convenience informally diverted the path from the original line to the altered line. In fact, the footpath from that date until now has been used along the altered line. The present owner has put the footpath back to its original line close to our client's orchard wall, and is building within 3 feet of the orchard wall to the detriment of our client's property. Is he entitled to do so ? If not, what is the remedy ?

A. We are not informed whether the footpath is a public right of way or not. If it is not a public right of way it would appear that the old (black) right of way was abandoned and a new right of way (red) acquired ; and if this is so the owner of the field has, of course, no right to alter the acquired right of way, and your clients would have a right of action against him if he altered it. If, however, the right of way is public the principle of "once a highway always a highway" applies, and we think it may well be that there are now two highways, the new one having been dedicated by implication, and that the owner of the field cannot obstruct either of them, and that your clients, as members of the public, could, it appears, institute proceedings before the justices under the Highways Act, 1835, for obstruction if either of the ways are closed, but would otherwise have no remedy for the detriment to their property (due to the buildings being near to their orchard) either direct or indirect.

Legacy TO NON-CHARITABLE ASSOCIATION FOR ANNUAL PRIZE.

Q. 1451. In his instructions to draw his will, A sets down various legacies, and then there is to be given to a certain motor club a sum of money to produce £5 per annum for a prize to be awarded at the discretion of the committee and on conditions to be settled by them to any competitor in any of their annual trials who, in their opinion, shall have shown the greatest determination and resource in completing, or attempting to complete, the trial, whether he shall receive any other award or not. In attempting to frame a trust, we find that, owing to the gift not being charitable, it offends against the rule against perpetuities and is bad: *Re Nottage-Jones* v. *Palmer* (No. 2), 73 L.T. 269. There are, however, annual prizes of this nature in existence, so how is it done?

A. It is agreed that the proposed legacy comes within the principle laid down in the case quoted. It is suggested that the legacy should be given to the motor club and that testator should leave a letter requesting that it be used for the purposes desired. The club must not, however, be asked in advance to accept the legacy on the terms of the letter, as in that case, if the facts became known, the residuary legatee might still contest the validity of the bequest. It would seem that the bequest might be made to the testator's trustees on the lines of the one considered and held to be valid by Romer, J., in *Re Chardon*, 1928, 1 Ch. 464, epitomised in "A Conveyancer's Diary," 7th July, p. 462. The trustees of the will would, however, probably be indisposed to accept such a trust.

Judgment for Costs IN COUNTY COURT AGAINST A MARRIED WOMAN—REMEDY AGAINST HER SEPARATE REALTY IN HER OCCUPATION.

Q. 1452. A has recovered judgment in the county court for possession of land in the occupation of B, a married woman, who is not carrying on a trade or any business, but she has separate estate consisting of freehold premises worth £400, the whole of the purchase money of which was borrowed from C, a brother, but there is no mortgage deed. B stated at an examination, before the registrar, as to means, that she had no assets apart from the property before referred to, and as she resides in the said property there are no rents or profits arising therefrom. What, if any, means can A adopt for enforcing payment of the costs of the proceedings for possession which are considerable? At the time B purchased she was a spinster, but before A commenced proceedings she married and was sued in her married name.

A. The judgment being for costs, even though for over £20, cannot be removed into the High Court (*Sconce* v. *Blackman*, 2 T.L.R. 421). The county court has, within its jurisdiction, power to appoint an equitable receiver where it is just and equitable. The High Court does not appoint a receiver of the judgment debtor's land where it is unincumbered because it can be reached by a writ of *elegit*. As the latter remedy cannot be resorted to in the county court, it is considered that the county court judge has power to appoint an equitable receiver in a case like the present, though the point appears to be entirely a new one and no authority can be found. It might, however, turn out that C held the deeds, which would constitute an equitable mortgage ranking in priority, so that the appointment would be valueless unless the property has considerably increased in value since its purchase. If a receiver was appointed he could apply to the court for delivery of possession or to attorn tenant at a rent: *Griffith* v. *Griffith*, 2 Ves. 401; *Everitt* v. *Belding*, 22 L.J. Ch. 75. If application for appointment is made an injunction against dealing with the property pending hearing of application should be asked for.

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W. 9.

Societies.

Gray's Inn.

MASONIC LODGE.

At the first anniversary of the Gray's Inn Lodge (No. 4938), Mr. R. E. Dummett (treasurer of Gray's Inn) was installed as W.M. in succession to Sir Walter Greaves-Lord, K.C., M.P., P.G.D., who becomes I.P.M. The following officers were invested: Bernard Campion, K.C., S.W.; Malcolm Hilbery, K.C., J.W.; the Rev. Derek Harbord, Chaplain; Mr. W. E. Watson, Treasurer; Mr. C. Graham Grant, Secretary; Mr. T. E. Curtis, L.R., D.C.; Mr. Gurney G. Beagley, S.D.; Mr. W. K. Scrivenes, J.D.; Mr. P. Gray, A.D.C.; Mr. R. Storry-Deans, M.P., Almoner; Dr. Crossley-Holland, Organist; Mr. T. W. Morgan, Assistant Secretary; Mr. W. B. Faraday, I.G.; Mr. T. S. Pedler, Mr. W. Smith, Mr. W. L. Langley Taylor, and Mr. J. E. Smith, Stewards; Mr. C. T. Lee, Tyler.

The Hardwicke Society.

At a meeting in the Middle Temple Common Room, on Friday, 12th inst., Mr. L. A. Abraham, President in the chair, Mr. G. Corderoy (I.T.) moved: "That the conduct by the Government of the negotiations relating to the naval agreement with France has been inept, and the agreement arrived at disastrous to the cause of peace." Mr. Melford Stevenson (I.T.) opposed.

There also spoke Miss D. Woodman, Mr. G. Kennedy Skipton, Mr. H. Moses, Mr. D. L. Ungold Thomas, Mr. H. J. Sweeney and Mr. S. Seuffert.

The mover replied, the House divided, and the motion was carried by five votes.

United Law Society.

A meeting of the society was held in the Middle Temple Common Room, on Monday, the 15th inst., Mr. F. B. Guedalla in the chair. The Hon. D. Meston opened: "That this House disapproves of any further extension of safeguarding." Mr. C. C. Ross opposed. There also spoke: Messrs. Buller, Tebbutt, Brewis, Wood-Smith, and Yates. The hon. opener having replied, the motion was lost by four votes.

Law Students' Debating Society.

At a meeting of this society, held at The Law Society's Hall, on Tuesday, the 16th inst. (Chairman, Miss D. C. Johnson), the subject for debate was—"That this House is in favour of the abolition of capital punishment." Miss C. M. Young led in the affirmative, followed by Mr. W. M. Pleadwell in the negative. The following members also spoke: Messrs. W. S. Jones, C. F. S. Spurrell, G. A. Thesiger, J. M. Jessup, G. Roberts, E. G. M. Fletcher, L. F. Tucker, D. Coles, H. Morgan. The opener having replied, the motion was put by the chairman and declared lost by twelve votes. There were twenty-six members and seven visitors present.

Solicitors' Benevolent Association.

The usual monthly meeting of the directors of this Association was held on the 10th inst., Mr. Charles E. Barry (Bristol) in the chair. The other directors present being Messrs. F. E. F. Barham, E. R. Cook, W. E. Cunliffe, T. S. Curtis, A. G. Gibson, E. F. Knapp-Fisher, C. G. May, H. A. H. Newington, J. F. Rowlatt, M. A. Tweedie, and A. B. Marston (Maidstone).

One thousand five hundred and eighty-six pounds was distributed in grants of relief; fifteen new members were admitted, and other general business transacted.

The Medico-Legal Society.

SESSION 1928-29.

The following dates have been fixed for meetings of the Society during the session:—

Thursday	25th October, 1928.
,,	22nd November, 1928.
Friday	14th December, 1928 (Annual dinner).
Thursday	24th January, 1929.
,,	28th February, 1929.
,,	21st March, 1929.
,,	25th April, 1929.
,,	23rd May, 1929.
,,	27th June, 1929.

ERNEST GODDARD,
BERNARD H. SPILSBURY,
Hon. Secretaries.

9th October, 1928.

THE LAW SOCIETY AT EASTBOURNE.

ANNUAL PROVINCIAL MEETING.

(*Continued from p.* 694.)

THE POOR AND THE LAW IN 1928.

Mr. P. HARRINGTON EDWARDS (London) read the following paper :—

After referring to the scheme outlined at The Law Society's conference at Plymouth in 1923 and to the reports of Mr. Justice P. O. Lawrence's Committee and of the Poor Persons' Rule Committee, 1925, Mr. Edwards said the publication in 1926 of Mr. Gurney-Champion's book and the favourable notices it received still further aroused public attention. Mr. Gurney-Champion courageously went to the root of the matter and declared that piecemeal dealing with the problem was useless and that the matter must be dealt with as a whole, namely, legal advice to the poor, help in the county court, help in the High Court, and help in the criminal courts. He does not, however, suggest that all the expense and service should be provided by lawyers alone. He wrote :—

> " Medical men do not provide out of their own pockets for the expenses of the building and maintenance of hospitals, of materials or medicine, of clerical assistance, nurses, house surgeons, or physicians. These expenses are met by voluntary donations or by payments by patients, *according to their means*. If the State or local authority, or both jointly, do not pay the necessary expenses, as they do in Sweden and other countries, funds must be raised from the general public by subscriptions and donations."

Mr. Gurney-Champion's book is a mine of useful information and his constant reference to what is done in the United States of America is likely to induce this country to wish to do still better. Kansas City, he states, is the ideal at which to aim. There they put up a notice : " Justice in this City has been placed on the free list with Religion, Education and Health."

Perhaps, however, the matter that caused the greatest interest in the subject was the publication of the Report made to the League of Nations as to international arrangements for legal assistance to the poor, dated August, 1924. In this report the position of England appears somewhat humiliating and it is feared Sir T. Willes Chitty, who ably represented England, must have found his position an awkward one. One paragraph of this report was as follows :—

> " In some countries assistance in litigation is not available in all the courts. It has, for example, been a frequent matter of criticism that in the English procedure there is no arrangement for assistance to the poor before the County Courts, i.e., those tribunals which deal with cases involving small interests. On the other hand, the development in some countries of special subordinate courts dealing with minor interests, or the establishment of a special procedure for settling disputes connected with wages and conditions of work, workmen's compensation, rent, etc., may, in itself, be of great value to the poor. For example, under a Spanish Law of 1912, justice is administered gratuitously in the industrial tribunals, and the provisions of the ordinary law as to free legal assistance also apply."

The Secretariat was asked to prepare a list : " Of the agencies, both public and private, which have been established in each country for the purpose of giving to poor persons legal assistance in connexion with litigation in the courts or free legal advice and consultation " and the Committee expressed the unanimous opinion " that each Government should encourage the organisation and facilitate the action of official or private associations for legal assistance to the poor."

This increasing interest in the matter of legal aid for the poor is shown by the fact that Members of Parliament, as dis-similar in political complexion as Mr. Withers and Mr. Purcell, have both presented Bills to the House of Commons dealing with the subject.

The title of this paper is : " The Poor and the Law in 1928 " and the above observations refer to what has been taking place leading up to 1928. Those interested in the subject can indeed congratulate themselves that 1928 shows that at last in this country attempts are being made to deal with the subject as a whole, and that given fair support by the public and lawyers, the ground can be almost fully covered. Before this happens, however, the problem must be considered from a proper perspective, and to do this it is necessary to arrive at as correct an opinion as possible as to what the needs of the poor really are in the matter of legal help, and a careful estimate of poor persons' cases has been made with the following results :—

2 per cent. Divorce cases.
¼ per cent. Other High Court cases taken by the Poor Persons Department.
⅛ per cent. High Court cases not taken by the Poor Persons Department.
10 per cent. Police court, *quasi* civil cases.
25 per cent. Criminal cases.
62⅜ per cent. County Court cases.

This estimate, if correct, shows that nearly all the energies of the legal profession, under the powerful ægis of The Law Society, have been devoted to 2¼ per cent. of the whole, and that of this 2¼ per cent., 2 per cent. are divorce cases.

The Poor Persons Department have dealt with the High Court cases going through their hands in a highly efficient manner, the arrears have been reduced, the costs have been kept low, and the greatest credit is due to The Law Society, the Special Committee appointed to report on cases, and also the conducting solicitors and counsel, and in awarding praise, particular thanks must be given to the sympathy and great zeal shown by Mr. Hassard-Short. The most serious defect which exists in this department is the restrictions put upon its activities. To be a " poor person " coming within the rules in the ordinary way, the individual must be one who is not possessed of £50 (excluding wearing apparel, tools of trade and the subject matter of the proceedings) and whose usual income from all sources does not exceed £2 a week, yet, in spite of this rule, the poor are asked to pay a certain sum towards disbursements, although in the report of Mr. Justice Lawrence's Committee, it was found as a fact that the reason why there only came to trial one-quarter of the applications granted to poor persons to proceed under the rules, was mainly due to the poor persons being unable to find the necessary out-of-pocket expenses to enable them to start or proceed with the cases, for if one of these extremely poor persons cannot find the disbursements the case is not proceeded with. This, it is submitted, is a grave injustice, for it means that the most destitute have no chance of availing themselves of the Poor Persons Rules.

Again, it is suggested that experience shows it would be easier to get solicitors to conduct cases if there were an office provided in which conducting solicitors could see the client and from which the case could be conducted. It is urged that poor persons cases should be undertaken by the best solicitors and not by the poorest, and it is unfair to expect large firms to allow poor people, especially those who are parties to a divorce suit, to keep calling at their offices, particularly if they are a firm of solicitors who do not, in the ordinary way, take divorce work.

In regard to the remaining 77⅝ per cent. of poor persons cases not undertaken by the Poor Persons Department, consisting of some High Court cases, criminal cases, such as those cases of a wife whose husband fails to support her and her young ones, the tenant knowing nothing of the Rent Restriction Acts, whose landlord tries to get eviction whilst the wife is ill in bed, and the workman who has lost an arm and the insurance company refuse to pay, alleging it was not in the course of his employment, and similar classes of cases. These and criminal cases need the greatest attention because they are the cases of the poor.

The Poor Prisoners Defence Act, 1903, for the first time, provided a means whereby both counsel and solicitor could be provided for the benefit of the prisoner in certain cases. Although, in theory, a poor prisoner may be provided with legal aid, it is obvious to anyone conversant with the criminal courts that there are many instances, far too numerous to be rated as exceptions, when poor prisoners do not receive the help which they sorely need, and the help which is given is often rendered too late to be of any assistance. Two recent cases before the public eye, one where a woman was tried and acquitted for the murder of her husband, make it painful to imagine what would have happened had not funds

been raised to provide an adequate defence, a defence involving as it did expensive and elaborate medical expert evidence. The second, which in other circumstances would have been considered an ordinary park case, with the evidence of two constables against the accused, ended with an acquittal, and here again the skilful cross-examination of an able counsel, which a poor person in the ordinary way could not have secured, resulted in an acquittal.

These two cases serve to show what a terrific burden is placed upon the judiciary when the prisoner is not legally represented, and also leads one to the reflection that unless a poor person's case is of such a nature as to attract public interest, there is little chance of their making the most of their defence.

After referring to the number of civil matters, particularly connected with the poor, which are dealt with in the police courts, such as maintenance, and separation orders, Mr. Edwards submitted that these domestic cases should be dealt with in the county court, and after commenting on the inability of a poor person to obtain remission of fees in the county court and the fact that county court cases are often as difficult as cases in the High Court, Mr. Edwards proceeded :—

In 1923, at the Annual Conference of The Law Society, a paper was read on "The Poor and the Law," and at the annual dinner an eloquent speech was made by Sir Claud Schuster. As a direct result it was decided to form a society to deal with the problem of legal help for the poor as a whole. It was proposed to have a lawyers' office, similar to any other office, except that the hours would be longer, and that at this office advice would be given and every attempt made to get a settlement of claims, but failing a just settlement, cases would be conducted for the poor both in the High Court and in the County and Criminal Courts. The society was started in May, 1926, and up to date has dealt with over 1,500 cases.

It is interesting to read in 1928 what Mr. Gurney-Champion had to say of the scheme in 1925. He wrote :—

> "Mr. —— is well known as being interested in the poor, and especially in the provision of legal aid for them on an entirely altruistic basis. He is bringing out a scheme to remedy the defect whereby the poorest of the poor can get no relief under the Poor Persons Rules and also to supply the need for legal advice and court aid in all the Civil and Criminal Courts. He has appreciated the great importance of trying to solve the problem of legal aid to the poor as a whole. But his scheme is based on the legal aid being administered by one particular religious denomination though aid will be given to poor people of all denominations —and the altruistic or charitable view is so prominently brought forward that nothing at all must be taken for disbursements from the clients. Such an organisation can only be local in its operations, which must be limited by the amount of the subscriptions or donations received. It will be working on highly professional and altruistic lines and should do much local good work. But such a scheme would be impossible on National lines without the provision of enormous funds from outside sources."

It is comforting to know that the expense of running this society was £277 the first year and £346 the second year, and as to its only being local in character, arrangements are now being made to start centres in the provinces where most required and it assists all poor regardless of creed.

The plan proposed and adopted was that the money for working the society should be found by charitable people, just in the same way that funds are found for hospitals, although the expenses are nothing like so great, and that the solicitors and barristers should give their services free. The success of the society is believed to be due more than anything else to the fact that solicitors and barristers alike specialise. One of the dreads in the life of an ordinary solicitor is that one day it may be found out that he has not got all the laws of England and the most recent decisions at his finger tips. If this secret shadows his life in dealing with ordinary clients who at least have the privilege of paying for the fears they raise, it is intensified a hundredfold if he has to face a poor man who cannot pay and whose problem is different to those he has previously had to encounter. No, the solicitor who helps this society, can only be attacked on one small branch of law and there are eleven divisions, and once the solicitor has got up his subject, he rightly assumes all the eminence of a specialist.

The method of work is extremely simple. The applicant attends at the offices of the society and is interviewed by the Lady Almoner, who satisfies herself as to the genuineness of the applicant's poverty. The particulars are set out and the applicant is passed on to the hon. solicitor dealing with the class of case in question. The hon. solicitor then either interviews the applicant at his own office or at the offices of the society, and if needs be, at a later stage, takes in counsel who is instructed in the usual way but who accepts no fee.

In this way the "poor person," without being charged anything, is treated in exactly the same way as an ordinary client would be who consults a solicitor.

Under no circumstances is an applicant assisted who can afford to consult a solicitor in the usual way and the rule of the Poor Persons Department in regard to means has been adopted, although it is considered that the limit is too small.

It has been necessary to make certain very strict rules which are rigidly enforced—

(1) No charge is made to those assisted ; and

(2) No solicitors are ever recommended by the society.

The scheme, with very little publicity, has worked extremely smoothly, and certain facts have been proved—

(*a*) Litigation is reduced considerably by the activities of the society—an action is a last resource ;

(*b*) Cases are more and more being introduced by welfare societies or ministers of religion, and frequently by solicitors who know of the work of the society.

At first, a few of the half crazy personal-litigant type approached the society, but this seldom occurs now and the experience of American Legal Aid Societies appears to be identical in this matter. Over 60 per cent. of the clients are women, and over 20 per cent. are old men—in other words, those aided are the most helpless.

The success of the society referred to has prompted another similar association to propose doing this work, with the assistance of Poor Man's Lawyers who have joined together to form a new body. It has for a long time been felt that valuable as the work of the poor man's lawyer is, it was in many cases necessary to complete the advice given by actual aid in cases. This new society is being formed under the happiest auspices, and should be able to rely on the active support of The Law Society, the Bar Council, and the whole of the legal profession.

Experience has shown that articled clerks can be of very great use to these societies and the help they can give is amply repaid by the invaluable experience they can gain. Often it happens that the solicitor cannot attend at the county court himself, but having sent a brief down to counsel—and sometimes the brief is drafted by an experienced articled clerk who has passed his Intermediate—the articled clerk attends the county court with counsel, and the poor person's case gets dealt with very adequately. It is hoped that as time goes on, lectures will be given, and when the whole institution develops, training in practice will be given which should form a useful addition to the legal classes at present held by The Law Society, with so much benefit to law students as far as the theory of the law is concerned.

(*To be continued.*)

Legal Notes and News.

THE BRITISH COMMERCIAL GAS ASSOCIATION.

The New President.

Mr. Alfred Procter, solicitor and notary public, has been appointed President of the British Commercial Gas Association, which will hold its seventeenth annual conference at York, from 22nd to 24th inst.

Born in York in 1861, he was educated, first at Holgate Seminary and afterwards at St. Peter's School. He chose the law as a profession and was admitted a solicitor in 1882, when he commenced a practice which he has since carried on in the City, and was President of the Yorkshire Law Society in 1926.

Mr. Procter also holds the appointments of Coroner for the City of York and for the Thirsk, Escrick and York Districts of Yorkshire, Clerk to the Justices of the Ouse and Derwent Division of East Yorkshire, Clerk to the Visiting Committee of the North Riding Mental Hospital, and Clerk to the Committee for the Care of the Mentally Defective for the North Riding of Yorkshire.

In 1899 he was elected a director of the York Gas Company, and has been chairman of the company since 1913.

In Freemasonry he is a Past Grand Officer of England in the Craft, and in the order of the Royal Arch, and in the Mark Degree, and is also Deputy Provincial Grand Master of Mark Masons of North and East Yorkshire.

WORK OF THE JUDICIAL COMMITTEE.

There are thirty-six Indian appeals on the list to be heard during the Michaelmas sittings by the Judicial Committee of the Privy Council, double the number of last term.

There are only two appeals from Australia, one of which raises the problem whether the ownership of that valuable possession, Garden Island, off the coast of Fremantle, is vested in the Commonwealth or the State.

One appeal from Canada concerns the alleged infringement of copyright in musical works, the appellants being the Canadian Performing Rights Society, Limited, and the respondents the Famous Players' Canadian Corporation Limited.

An appeal from Bombay relates to a dispute as to the enjoyment and management "of religious property" in the southern diocese of the Swami Narayan sect.

Among the judgments to be delivered on appeals which were before the Judicial Committee last term is one to decide whether the Hudson's Bay Company or the Crown has the right to the precious metals found in lands granted to the company by Charles II.

THE POSITION OF THE EARL OF BIRKENHEAD.

Some concern is felt, says a legal correspondent in *The Daily Telegraph*, as to the effect which the Earl of Birkenhead's decision to retire from political life will have on the judicial work of the House of Lords, a matter which, so far, appears to have escaped attention.

Lord Birkenhead's services, both in the House of Lords and on the Judicial Committee of the Privy Council, are too well known to need emphasising, and the possibility of their complete cessation or modification at a time when pressure on both the tribunals makes all possible assistance most desirable, is regarded with some alarm. Lord Birkenhead has been one of the foremost of those who have held high judicial position to render help to the six paid Lords of Appeal when required.

In recent times the House of Lords has suffered considerable loss of help from this and similar eligible sources. The Earl of Oxford and Asquith and Viscount Haldane have both passed away, and Viscount Finlay has reached an age when much active assistance from him cannot be expected. Those remaining are not so many as to make any diminution of their number a negligible matter, and none would be missed more than the brilliant ex-Lord Chancellor, whose activities are now to be transferred to another sphere.

PRESENTATION TO SIR KINGSLEY WOOD.

The presentation of a portrait to Sir Kingsley Wood, solicitor, Parliamentary Secretary to the Ministry of Health, is being made at the May Fair Hotel on 23rd inst.

The portrait, painted by Mr. A. T. Nowell, is being given by a number of friends as a mark of their appreciation of Sir Kingsley's national and social services. The committee, which is non-political, is formed of the following :—

Lord Hayter (chairman), Lord Ebbisham (hon. treasurer), Messrs. W. A. Appleton, W. H. Brown, E. Lindsay Blee, Lord Carson, Viscount Curzon, Sir Edwin Cornwall, Hon. C. Archibald Chubb, Messrs. J. D. Cassels, Alfred Cox, Alderman Josiah Gunton, Messrs. J. M. Gatti, F. T. Halse, Sir George Hume, Messrs. J. A. Jefferson, F.I.A., E. H. Kemp, Captain A. Larking, Rev. J. Scott Lidgett, Sir Stanley Machin, Right Hon. T. P. O'Connor, Mr. J. Proctor Green, Right Hon. Walter Runciman, Mr. P. Rockliff, Rev. W. Hodson Smith, Mr. Alfred Skeggs, Sir Josiah Stamp, Mr. A. C. Thompson, Mr. G. Tilley, Sir George Wyatt Truscott, and Sir Thomas Neill (hon. secretary).

EX-SOLICITOR SENTENCED.

"The public have confidence in solicitors, and very rarely is that confidence abused. If it is, it must be dealt with by severe punishment," said Mr. Justice Finlay, at the Old Bailey on Wednesday, when he sentenced Percy Noel, aged fifty-nine, ex-solicitor, of Highwood-avenue, North Finchley, to three years' penal servitude.

Noel pleaded guilty to fraudulently converting to his own use £633 received by him on behalf of a client.

Mr. H. D. Roome, prosecuting, said that in July last Noel had been struck off the Roll of Solicitors in consequence of a complaint made to The Law Society. He had previously been suspended in consequence of another complaint. The charges to which he now pleaded guilty related to money received by him while acting as solicitor to Mr. Edward John Westlake, poultry dealer, of Woolwich, in connexion with the purchase of property in Essex.

Noel, who appeared to feel his position deeply, said, in reply to the judge, "I have been in the law since 1887. This is very terrible. I have only myself to blame. I have still some money to come to me, and I have hopes of making retribution."

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 25th October, 1928.

	Middle Price 17th Oct.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86¾	4 12 0	—
Consols 2½%	55⅝	4 10 0	—
War Loan 5% 1929-47	103⅝	4 16 6	4 17 6
War Loan 4½% 1925-45	99	4 11 0	4 14 0
War Loan 4% (Tax free) 1929-42	100½	4 0 0	3 19 6
Funding 4% Loan 1960-1990	88¾	4 10 6	4 11 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94	4 5 6	4 7 6
Conversion 4½% Loan 1940-44	99¼	4 11 0	4 13 0
Conversion 3½% Loan 1961	77½	4 10 0	—
Local Loans 3% Stock 1921 or after	64½	4 13 0	—
Bank Stock	261	4 12 0	—
India 4½% 1950-55	93xd	4 17 0	4 19 6
India 3½%	71	4 19 0	—
India 3%	61	4 18 0	—
Sudan 4½% 1939-73	97	4 13 0	4 15 0
Sudan 4% 1974	85	4 12 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	82	3 13 0	4 8 0
Colonial Securities.			
Canada 3% 1938	87	3 9 0	4 16 0
Cape of Good Hope 4% 1916-36	94	4 5 0	4 19 6
Cape of Good Hope 3½% 1929-49	82	4 5 6	4 18 6
Commonwealth of Australia 5% 1945-75	99	5 1 0	5 2 0
Gold Coast 4½% 1956	95	4 14 6	4 17 6
Jamaica 4½% 1941-71	95	4 15 0	4 17 6
Natal 4% 1937	93	4 6 0	5 0 0
New South Wales 4½% 1935-45	91	4 19 0	5 7 0
New South Wales 5% 1945-65	100	5 0 0	5 3 0
New Zealand 4½% 1945	97	4 14 0	4 17 6
New Zealand 5% 1946	105	4 15 6	4 14 0
Queensland 5% 1940-60	98	5 2 0	5 0 6
South Africa 5% 1945-75	104	4 16 0	4 16 0
South Australia 5% 1945-75	99	5 1 0	5 2 0
Tasmania 5% 1945-75	101	4 19 0	5 0 0
Victoria 5% 1945-75	99	5 1 0	5 0 0
West Australia 5% 1945-75	98	5 2 0	5 2 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	65	4 13 0	—
Birmingham 5% 1946–56	103	4 17 0	4 15 0
Cardiff 5% 1945–65	102	4 18 0	4 16 6
Croydon 3% 1940–60	71	4 5 0	4 16 0
Hull 3½% 1925–55	77	4 10 0	5 0 0
Liverpool 3½% Redeemable at option of Corporation	75	4 13 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64	4 13 6	—
Manchester 3% on or after 1941	65	4 12 6	—
Metropolitan Water Board 3% 'A' 1963–2003	65	4 12 0	4 12 6
Metropolitan Water Board 3% 'B' 1934–2003	66	4 11 0	4 12 6
Middlesex C. C. 3½% 1927–47	84	4 3 6	4 17 0
Newcastle 3½% Irredeemable	74	4 14 6	—
Nottingham 3% Irredeemable	64	4 12 6	—
Stockton 5% 1946–66	103	4 17 0	4 19 0
Wolverhampton 5% 1946–56	102	4 18 0	4 19 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81¼	4 18 0	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	93	5 8 0	—
L. & N. E. Rly. 4% Debenture	76	5 5 0	—
L. & N. E. Rly. 4% Guaranteed	71	5 12 0	—
L. & N. E. Rly 4% 1st Preference	62	6 9 0	—
L. Mid. & Scot. Rly. 4% Debenture	79½	5 0 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	77	5 4 0	—
L. Mid. & Scot. Rly. 4% Preference	70	5 12 0	—
Southern Railway 4% Debenture	79½	5 0 6	—
Southern Railway 5% Guaranteed	97	5 3 0	—
Southern Railway 5% Preference	89	5 12 0	—

Court Papers.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION

(*Continued from page* 700.)

Chancery Petitions.

Johnson, Cole, Brier & Cordrey ld (to sanction Scheme of Arrangement—ordered on July 23 1928 to s.o. generally)
Smeed Dean & Co ld (to confirm alteration of objects)
Bolingbroke HospitalIncorporated (same)
Foyer Suisse (same)
Birmingham District Power & Traction Co ld (same)
E W Rudd ld (to confirm re-organisation of capital)
London & Provincial Reproduction Co ld (same)

Companies (Winding up). Motions.

John Dawson & Co (Newcastle-on-Tyne) ld (s.o. generally by consent)
S Jacobs & Co ld (ordered on March 15 1921 to s.o. generally)
H C Motor Co ld (ordered on July 5 1921 to s.o. generally)
R Maurice & Co ld (ordered on April 5 1927 to s.o. generally)
Appeal from County Court to be heard by a Divisional Court.
Parkes Garage (Swadlincote) ld

Adjourned Summonses. Companies (Winding up).

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing—retained by Mr. Justice Astbury)
Fairbanks Gold Mining Co ld (ordered on July 26 1921 to s.o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec 16 1921 to s.o. generally)
Atkey (London) ld (ordered on Jan 22, 1924 to stand over generally)
Direct Fish Supplies ld (ordered on Feb 3, 1925 to stand over generally)
Consolidated Produce Corpn ld (application of Sir E. Bellingham—with witnesses— ordered on Dec. 7, 1926 to stand over generally—retained by Mr. Justice Eve)
Same (application of H Williams—with witnesses—ordered on Dec. 7, 1926 to stand over generally—retained by Mr. Justice Eve)
Same (application of I Hyams—with witnesses — ordered on Dec. 7, 1926, to stand over generally—retained by Mr. Justice Eve)
Profits & Income Insurance Co ld (Mr. Justice Romer).
W. K Perrott & Co ld
Wm Cooper Brothers ld (with witnesses)
British AmericanContinental Bank ld
Consolidated Assurance Co ld

CHANCERY DIVISION.

French South African Development Co ld Partridge v French South African Development (ordered on April 2, 1914 to stand over generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3, 1923 to stand over generally)
Economic Building Corpn ld (ordered on July 3, 1923 to stand over generally)

Before Mr. Justice Romer. Witness List. Part II.

Gowen v Crisp
Re Companies (C) Act 1908 Re W H Bowater ld
Farnsworth v Farnsworth
James v Andrews
Same v Same
Dickinson v Cottrell
Kilby v Ashby
Driscoll v Selby
Glover v Collden
Attorney-General v Dale
Tolley v Hawkins
Att-Gen v Cotterell
Talbot v Barber
British Trust & Banking Co ld v S & F S James
Santa Fe & Cordoba Ry Syndicate ld v Bordeni Syndicate ld
Bordeni Syndicate ld v Santa Fe & Cordoba Railway Syndicate ld
Ward v Kellaway
Bambrick v Whitstable Electric Co ld
Hollister v Lewis
Cookson v Sheid
Cotter v National Union of Seamen
National Union of Seamen v Flett
Dempsey v Jauncey
Att-Gen v Cambridge C C
Re Wade Bouskell v Rolleston
Davies v National Bank ld
Tanner v National Union of Seamen
Rothwell-Jackson v National Provincial Bank ld
George Edwardes (Daly's Theatre) ld v Mills and Dawe ld
Stevens v Willing
Great Western Railway v Monmouthshire County Council
Stimson v Gray
Casbolt v Herbert
West End Pharmacy Co ld v Martin
Maclean v Workers' Union
Roberts v Roberts
Douglas Packing Co v W Evans and Co
Crawshaw v Dethridge
Att-Gen v B Goodman ld
Wheeler Osgood Co v Evans, Osgood & Co ld
Same v Same Re Trade Marks Acts, 1907 & 1919
Gregoriades v F L Smith ld
England v Mercer
Re Martin Martin v Martin
Re Martin MacDonald v Martin
Entink v Jubb
Marconi's Wireless Telegraph Co ld v Economic Electric Lamp Co
Re Lydenburg Proprietary Mines ld Price v The Company
Checkley v Carson
Homby v Goddard
Ford v Minter
Fred Ellis ld v George Collard and Sons
Crowther & Osborne ld v Radions ld
Re Forder Thomson v Forder
Rogers v Ambridge
Mitchell v Meredith
Re Etic ld & re Companies (C) Act, 1908
Tackley v Webb
Martin v Blair
Lektophone Corporation v Bullen
Collins v Associated Greyhound Racecourses ld
Re Akira Gohora's Patent and re Patents & Designs Acts, 1907 & 1919
Morton v Woods
Barton v McElroy
Blyth Shipbuilding & Dry Dock Co ld v Forster
Duff v Vansittart
Same v Same
Parsons & Co ld v Broome

Before Mr. Justice Maugham. Further Considerations.

Re West Middlesex Press ld Sowery v The Company
Re Ross & Co (Weston-super-Mare) ld Morris v The Company
Re Holmes Fiander v Arthur
Re Angerstein Rowley v Rowley

Short Cause.

Douglas v Stevenson

Adjourned Summonses.

Re Northcliffe Arnolz v Hudson (s.o. for Att-Gen)
Re Charlesworth Coulter v Rodgers
Re Chadwick Public Trustee v Chadwick
Re Hunter Public Trustee v Hunter
Re Hulton MacDonald v Strickland
Re Adcock Adcock v Adcock
Re Green Green v Green
Re Wells Boyd v Wells
Re Knee Knee v Giles
Re Jones Lang v Howells
Worsnop & Co ld v De La Garde
Ward v Sommerville
Re Caffyn Caffyn v Mannington
Re Pearce Re Law of Property Act, 1925
Re Tucker Hardy v Hardy
Re How How v How
Re Warrington Payne v Grey
Re Acklom Oakshott v Hawkins
Re Franklin & Swathling's Arbitration Re Arbitration Act, 1889
Re Collins Jowers v Collins
Re Piggot Piggot v Piggott
MacLean v Workers' Union
Re Sandwell Park Colliery Co ld Field v The Company
White v White
Re Hosking Tangye v Tangye

Group II.

Before Mr. Justice Astbury.

Retained Adjourned Summons.

Re Young Paget v de Bourbel

Witness List—Part I

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Cullen v Cole
Kleinwort, Sons & Co v Auto-Strop Safety Razor Co ld
Parish v Griffiths
Smith v Lewis
Incorporated Society of Licensed Victuallers v The London Express Newspaper ld
Trustee in Bankruptcy of S Suwalsky v Webb & Co
Re Jones Walker v Walker (with witnesses)
Bradford v Goldman
Ayles v Reeve
Chapman v Travis
Abse v Richards
Kent v Abrahams
Samuel Parkes & Co ld v Cocker Bros ld
Darnborough v Stack
Harrison v Dodgson
Verner Jeffreys v Clive Egerton ld
Wolff v Administrator of German Property
Sanders v Clive Everton ld
Kidwell v Guy
Trustee of Property of W J Snelgrove (a bankrupt) v Collins
Rutland v Marsden
Trustee of Property of H L Johnson (a bankrupt) v Fox
British Thomson-Houston Co ld v Amalgamated Lamp Co (Great Britain) ld
Whyman v Whyman
De Beer v Coleman
Morris v Smith Brothers & Co
L C C v Mayor &c. of Greenwich
Waissell v Heller
James v Southey
Ashby v Kettering North Park Working Men's Club ld
Hornby v Constable & Co ld
Goodson Gramophone Records Co ld v Picture Gramophone Records ld
Crabbe v Crabbe

Before Mr. Justice Tomlin. Retained Adjourned Summons.

Re Guerrier Public Trustee v South London Hospital for Women

Witness List—Part II.

Danin v Administrator of German Property (restored)
Re Macdonald Moore v Lindsay (s.o. until after return of Commission)
Mürrle v The Administrator of German Property (s.o. for Att-Gen)
Nottingham Corpn v Barton
Nicholson v Wigton U D C
Medland v Garrett
Davidson v Newall & Clayton
Sheet Iron Workers & Light Platers Society v Boilermakers & Iron & Steel Ship Builders Society
Cotts v Contomichalos, Drake & Co ld
Brown v Strachan
Wake & Co ld v Wake
Pinoli ld v Pinoli
Hue v Whiteley
Fitzgerald v Elwes
Watson v Bailey
Godfrey v Godfrey
Baker v Phipps
Re Letters Patent, No. 271,796 Re Patents & Designs Acts, 1907 & 1919
Re Curtis Curtis v Curtis
Wilsons & Mathiesons ld v Meynell & Sons ld
Collins v Portland Cement & Limestone Products ld
Hartley v Barnoldswick Urban District Council
Whiten v Gale
Wright Ingle v Osborne, Garrett & Co ld
Calvert v Jones
Fox v Miss Ware ld
British United Shoe Machinery Co ld v Gimson Shoe Machinery Co ld
Pytchley Autocar Co ld v Metropolitan Motors ld
Swallow v Sherwood Colliery Co ld
Lektophone Corporation v S G Brown ld
Ultramar Co ld v Minerals Separation ld
Samuel Heap & Son ld v Bradford Dyers' Association ld
White v Todd Oil Burners ld

Trustee of G H Mundy (a bankrupt) v Blackmore
Rondo Co ld v Gramophone Co ld
Re The Brownie Wireless Co ld & Re Patents and Designs Acts, 1907 to 1928
Re Loewe Radio Co ld & Re Patents & Designs Acts, 1907 to 1928
Pall Mall Industrial Investments ld v The British and Dominions Investment Trust ld
Before Mr. Justice CLAUSON.
Retained Witness Action.
Birtwhistle v Sumner Engineering Co ld
Adjourned Summonses.
Re Evans Thomas v Hopkins
Re Gardner Public Trustee v Gardner
Re Collinson Collinson v Collinson
Re Mellor Shier v Sanderson
Re Foster Somerville v Oldfield
Re Allen Davey v Allen
Re Jones & Sons & re taxn of costs
Re Malcolm Attenborough v London City & Midland Executor and Trustee Co ld
Re Lloyds Bank and Re Henry Workmen's ld's Contract and Re Law of Property Act, 1925
Re Taylor Owen v Tildsley
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